

RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP
One Speedwell Avenue
P.O. Box 1981
Morristown, New Jersey 07962-1981
Attorneys for Defendants Carvin Pallenberg and
Hinding Tennis Courts, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

A.S.T., LLC,

Plaintiff,

v.

CARVIN PALLEMBERG, HINDING
TENNIS COURTS, LLC, ABC INCS 1-100,
XYZ CORPS. 1-100, JOHN and JANE DOES
1-100,

Defendants.

Civil Action No. 07-795(JAP)

**CERTIFICATION OF THOMAS
HINDING IN SUPPORT OF MOTION TO
DISMISS PLAINTIFF'S AMENDED
COMPLAINT AS TO HINDING TENNIS
COURTS, LLC PURSUANT TO FED. R.
CIV. P. 12(b)(2)**

THOMAS HINDING, of full age, hereby certifies as follows:

1. I am a Member and the President of defendant Hinding Tennis Courts, LLC ("Hinding Tennis"), and a resident of the State of Connecticut. I have personal knowledge of the facts set forth herein.
2. Hinding Tennis was formed under the laws of the State of Connecticut in 1994 and focuses its business on the sealcoating and repair of tennis courts.
3. Hinding Tennis does the vast majority of its business in Connecticut, New York and Massachusetts. Although Hinding Tennis occasionally conducts business in New Jersey, the amount of such business is extremely limited. We have had only two customers in New Jersey since 1999, and it is less than 2% of our business. Hinding Tennis has no pending business in New Jersey.

PAGE 3/3 : RCVD AT 7/11/2008 3:12:00 PM [Eastern Daylight Time] : SVR:RDMOFA017 : DNS:8721 : CSID:2032853033 : DURATION (mm:ss):01:03

4. Hinding Tennis has no offices, agents, employees, property, bank accounts or telephone listing in New Jersey. Hinding Tennis has not appointed an agent for service of process in New Jersey.

5. Furthermore, although Hinding Tennis has purchased plaintiff's ARMOR product in the past, it has placed the orders for those purchases from its Connecticut offices and received the product in Connecticut. Hinding Tennis did not conduct any business with plaintiff, in New Jersey or otherwise, during or subsequent to September 2006, which is the time period referenced in plaintiff's complaint.

6. In addition, although plaintiff contends that Hinding Tennis "tortiously interfered" with plaintiff's relationships with certain of plaintiff's alleged customers, it is my understanding that none of the purported "AST customers" listed in ¶ 20 of plaintiff's complaint are located in New Jersey.

7. Moreover, it is my understanding that the "Non-Competition and Confidentiality Agreement," on which plaintiff bases its claim of "tortious interference with contract" was executed in Connecticut.

I certify that the foregoing statements made by me are true and accurate. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

DATED: July 2, 2008


THOMAS HINDING